

TERMS AND CONDITIONS

V 111104 Commercial

Mintel International Group Limited of 18/19 Long Lane, London EC1A 9PL (hereafter, "Mintel" or "Licensor") agrees to supply access to its Services (as defined below) on the Terms and Conditions set forth below.

By signing the Order Form (as defined below), the contracting party (the "Licensee"), the name, contact details and address for services of notice for whom are included on the Order Form, unequivocally accepts the Terms and Conditions set forth herein:-

1. DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:

1.1. Authorised Users

One or more current employees of the Licensee, as identified on the Order Form, who have either been issued with a password or other authentication, or who have provided Mintel with the IP address of the terminal(s) from which access to the Services will be gained, and who are located at one or more Sites identified on the Order Form, or in the case of Services provided in hard copy format, who are employees of the Licensee.

1.2. Fee

The fees and conditions of payment (together, the "Fee") set out in the Order Form, which may be further modified as agreed in writing by the parties from time to time. Local applicable sales or states taxes (eg VAT in the UK) will be added to the Fee when invoiced.

1.3. Services

Mintel database research services and other hosted information services provided by other publishers, including, but not limited to, marketing intelligence reports and databases, and including POS+, the Global New Product Database (GNPD) and derivatives thereof (Innovations Club), Menu Insights and Mintel Clips, published from time to time by Mintel in electronic (via the world wide web or inter/intranet), and/or hard copy format (copies of which in pdf format contain on the cover page some but not all key clauses from this Agreement), the contents of which relate to a variety of market sectors and territories which are, subject to these Terms and Conditions, available on the Website or from Mintel directly, and as more particularly specified on the Order Form. The services can include above and below the line marketing intelligence, analysis and editorial of marketing material, including images of the Licensee's marketing material and that of other third parties, being introduced into the consumer and business markets. Such elements of the Service are supplied to the Licensee as part of a news reporting function in the industry together with accompanying analysis and commentary.

1.4. Secure Network

A private network (whether a standalone network or a virtual network within the internet) which is accessible only to Authorised Users with the prior approval of the Licensee, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

1.5. WebSite

Mintel's web sites (including www.mintel.com, www.premier.mintel.com, www.gnpd.com, www.posplus.mintel.com) and other Websites as may be advised by Mintel from time to time.

1.6. Order Form

The form, signed and dated on behalf of the Licensee, accepting these Terms and Conditions, and which specifies, inter alia, the price, format and level of Services to be provided, details and locations of Authorised Users, and the dates for the initial Subscription Period. Unless otherwise specified on the Order Form, the Licensee is defined as an individual legal entity.

1.7. Contract (or Agreement)

The entire agreement as between Mintel and the Licensee as set forth in the Order Form and these Terms and Conditions.

1.8 Site(s)

The particular physical location or locations of the Licensee as defined on the Order Form.

1.9 Group Company

Any group or associated company as defined by part VII of the Companies Act 1985.

2. LICENCE AND PAYMENT

2.1. Subject to these Terms and Conditions, Mintel hereby grants the Licensee the non-exclusive and non-transferable right:-

2.1.1. To give Authorised Users access to the Services on the Website via a Secure Network; and

2.1.2. To use the Services made available by Mintel on CD-ROM, in hard copy format and/or on an inter/intranet (depending upon the delivery format specified on the Order Form).

- 2.2. The licence granted above shall commence on the date of signing the Order Form or such date as may be specified on the Order Form, and, subject to the provisions relating to early termination as set out in Clause 6, shall continue for a minimum period of twelve (12) months, or such other period as may be specified in writing on the Order Form, from the effective date and, unless terminated pursuant to Clause 6, shall automatically continue for consecutive twelve (12) month periods thereafter at no lesser level of annual financial subscription commitment, or such other periods as may have been agreed between the parties in writing on the Order Form (the “Subscription Period(s)”).
- 2.3. The Licensee shall pay annual Fees to Mintel, first within thirty (30) days of (i) signing the Order Form or (ii) receipt of a correctly prepared invoice from Licensor, whichever is the later, and then on each anniversary thereafter (or within thirty (30) days of the commencement of each subsequent Subscription Period provided for at Clause 2.2 above, or upon receipt of a correctly prepared invoice, whichever is the later).
- 2.4. Extra material on particular markets may be published which may not form part of the Services purchased. Access to such material may be at extra cost, and will only be released to Licensee upon receipt of written instructions from Licensee.
- 2.5. Certain links and information provided between the various Mintel Services are dependent upon simultaneous licences being in existence at that particular point in time for the links to be fully operational. Top line data only from other Mintel Services may be provided to certain licensees, and if Licensee does not have a paid subscription to all the services then it will enjoy only limited functionality. If Licensee has a subscription to all the Services it will have full access. If Licensee subsequently cancels a subscription, then it will have no access to that part of the service to which the subscription related.

3. PERMITTED USES

The license granted at Clause 2.1 above permits the Licensee and Authorised Users to do only the following acts:-

- 3.1. The Licensee may, subject to Clause 4 below:-
 - 3.1.1. Allow Authorised Users to have access to the Services on the Website via the Secure Network; and/or
 - 3.1.2. Display, download or print the information included in the Services for the purpose of internal marketing or testing, or for training Authorised Users as stated on the Order Form, or as agreed to in writing by both parties.
- 3.2. Authorised Users may, subject to Clause 4 below:-
 - 3.2.1 For internal business purposes only:

- 3.2.1.1 View, retrieve and display the information comprised in the Services;
- 3.2.1.2 Electronically save the information included in the Services only to the extent and for the time period necessary to use it for the purpose for which it was downloaded, and in any event not for a period in excess of two (2) weeks from the date of download always allowing for usage as permitted in 3.2.1.5 below;
- 3.2.1.3 Print off one-off selections of the information comprised in the Services with the source clearly identified;
- 3.2.1.4 Distribute one-off selections of the information comprised in the Services in printed or electronic format to other Authorised Users (such Authorised Users to be physically located only within the Site), with the source clearly identified, subject to the two (2) week electronic storage provision in Clause 3.2.1.2;
- 3.2.1.5 Précis, summarise and analyse the information comprised in the Services and to distribute internally within the Licensee only to employees of the Licensee located only within the Site(s), and to save indefinitely, providing where possible that any such précis, summary or analysis of the information is clearly identified as having been derived from, but is not a faithful reproduction of, Mintel or other hosted publisher's information and then distribute in printed or electronic format, and an unlimited number of video and still images of advertisements per day per précis, summary or analysis (but not where the records form the material part of such précis, summary or analysis).
- 3.2.1.6 Distribute one-off selections of the information comprised in the Services in printed format to current employees of the Licensee (but not to employees of Group Companies which are not licensees in their own right), with the source clearly identified.

3.2.2 For external business purposes:

Distil, précis, digest and analyse the information included in the Services solely for the purposes of endeavouring to secure new business (a "Pitch") PROVIDED THAT, as a maximum, ONLY the lesser of two point five per cent (2.5%) of any single Mintel or other hosted publisher report forming part of the Services, and twenty-five percent (25%) of a section within any single Mintel report, (such percentages to exclude indexes and contents pages) is included by way of a direct extract (for GNPD and POS+ services, up to five (5) records

or images of advertisements may be incorporated in any Pitch) AND PROVIDED THAT the source is clearly acknowledged. For those Services which are provided in a powerpoint format, only a maximum of two (2) pages (or their contents) may be used in a Pitch. Direct extracts of those features of the Service described as Report Maps and Insights may not be used in a Pitch.

- 3.3. The Licensee and Authorised Users must at all times when accessing the Services on the Website abide by Mintel's Conditions of Use of the Services as appearing on the Website from time to time, the terms of the Conditions of Use to be consistent with (and not more widely drawn than) this Contract.

4. PROHIBITED USES

- 4.1. For the avoidance of any doubt, the licence granted at Clause 2.1 above does not allow the Licensee or any Authorised Users to:-

4.1.1. Remove or alter Mintel's Conditions of Use of the Services or the copyright notices or other means of identification or disclaimers as they appear on the Services, on the Website or on any hard copies thereof except as otherwise permitted in this Agreement;

4.1.2. Systematically make copies, electronic or otherwise, of multiple extracts of the information included in the Services for any purpose;

4.1.3. Provide, by electronic means or otherwise, to a user (including to users within other group companies of the Licensee which are not themselves licensees) who is not an Authorised User, any part of the information included in the Services except as set out in Clauses 3.2.1.5, 3.2.1.6 and 3.2.2 above;

4.1.4. Mount or distribute any part of the information included in the Services on any electronic network or otherwise, including without limitation the internet and the world wide web or otherwise publish, broadcast or display any such information in public, except as otherwise stated in this Agreement.

- 4.2. Mintel's explicit prior written permission must be obtained in order to:-

4.2.1. Distribute the information included in the Services to anyone other than Authorised Users;

4.2.2. Publish, distribute or make available the information included in the Services, works based on the information included in the Services or works which combine such information with any other material, other than as expressly permitted in these Terms and Conditions;

4.2.3. Alter, abridge, adapt or modify the information included in the Services, except to the extent necessary to make it perceptible on a computer

screen or as otherwise permitted in these Terms and Conditions to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted, except as permitted under Clauses 3.2.1.5 and 3.2.2.

- 4.3. The creation and/or operation by the Licensee (or assisting in any way in the creation and/or operation) of services competitive or potentially competitive, to those supplied by Mintel under this Licence is prohibited.
- 4.4. The purchase or use of any Mintel consumer intelligence report on a United States market containing Information Resources Inc (IRI) Infoscan data by (or disclosure to) a Non-Participating Retailer or its employees (or agents/professional advisors working on its account) is prohibited. A Non-Participating Retailer is a retailer and its subsidiaries each as defined by IRI, where it, or one of its associated companies, has declined to participate in IRI's Infoscan information service by not providing its data to IRI in the United States of America. A current written list of Non-Participating Retailers and subsidiaries (as notified to Mintel by IRI) is available from Mintel at any time, or as linked (on Mintel's Website only) through from this Clause 4.4.

5. UNDERTAKINGS AND WARRANTIES

- 5.1. Mintel shall indemnify and hold the Licensee harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any third party legal action taken against the Licensee claiming actual or alleged infringement of copyright or other proprietary or other intellectual property rights. This indemnity shall not apply if the Licensee has amended the information comprised in the Services in a manner inconsistent with the original information or if the Licensee has materially breached these Terms and Conditions.
- 5.2. Subject to the format of the Services to be provided by Mintel as stipulated on the Order Form, Mintel shall make the Services available to the Licensee and to Authorised Users over the world wide web via the Website, on CD-ROM, and/or hard copy and/or via an inter/intranet.
- 5.3. Mintel shall also:-
 - 5.3.1. Use all reasonable endeavours to ensure that its server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the world wide web, as such standards evolve from time to time during the Subscription Period(s); and
 - 5.3.2. Use all reasonable endeavours to make the Services available to the Licensee and to Authorised Users at all times, save for routine maintenance and to restore access to the Services as soon as possible in the event of an interruption or suspension of the Service.

- 5.4. Licensee hereby acknowledges that Mintel's and other hosted publisher's future publishing schedules are subject to modification from time to time, in common with standard industry practice.
- 5.5. Mintel shall provide usage information for the Licensee's internal use only. In the case that Mintel assigns its rights to another party under Clause 8.1 herein, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 5.6.
- 5.6.1 Mintel will use all reasonable endeavours to ensure that the Services and any software relating thereto provided by Mintel will perform in accordance with any Mintel user guide that is available to the Licensee. In the event of any failure of the services, Mintel's obligation shall be limited to using its reasonable efforts to remedy any deficiencies in the affected services, or at its option, to cancelling, crediting or refunding the fees due from the licensee in respect of any period in excess of five (5) working days in any calendar year for which the services have failed to perform correctly in all material respects. The obligation to correct defects or cancel, credit or refund a proportionate part of the fees payable by the licensee for the preceding period of twelve (12) months shall constitute the full extent of Mintel's liability in respect of any loss or damage sustained by the Licensee whether caused by breach of these Terms and Conditions, misrepresentation, negligence of Mintel (or its employees or agents) or from any other cause, and in particular, Mintel shall not be liable for any consequential, economic or other direct or indirect loss or damage (including but not limited to any damages payable to a third party, loss of profits or wasted resources) suffered by the Licensee, provided that if for any reason this provision is invalid or unenforceable, the maximum aggregate liability of Mintel shall not exceed the total fees payable by the licensee for the preceding period of twelve (12) months. The foregoing exclusions and limitations of liability shall not apply in the case of death or personal injury nor in the case of third party claims against Licensee for copyright infringement nor for the misuse, removal or alteration of licensee's logos or service marks. Licensee shall not be liable for consequential or indirect losses or special damages under this Agreement (except and if as otherwise provided by Statute), but shall be liable to the Licensor in the following circumstances where there has been a breach of any or all of Clause(s) 4.1.3, 4.1.4, 4.3 and 4.4, for additional Fees/sales that Licensor could have charged Licensee or any other parties who received such material as a result of that breach(es), or other losses thereby incurred, and all reasonable costs licensor incurs in the process.
- 5.6.2 Except as provided in Clause 5.6.1 above, the Licensee agrees that the Services are provided "as is"; Mintel makes no representation or warranty with respect to the accuracy, completeness, or currentness of the information included in the services; and Mintel specifically disclaims any other warranty, express or implied or statutory, including any warranty of merchantability or fitness for a particular

purpose. Intel shall not be liable on account of any such errors, omissions, delays, or losses. The Licensee agrees that in no event will Intel be liable for the results of the Licensee's use of the Services, the Licensee's inability or failure to conduct its business, or for indirect, special, consequential, or exemplary damages (even if advised of the possibility of such damages) arising from the use of or inability to use the Services or any other provision of this Agreement, such as, but not limited to, loss of revenue, anticipated profits or business, or the cost of procuring substitute services. In the event any law regarding exclusion or limitation of warranties or damages may limit the applicability of the above limitations, the total aggregate liability of Intel for any claims, losses or damages shall not exceed the Fees payable by the Licensee for the preceding period of twelve (12) months.

- 5.6.3 The Licensee shall notify Intel in writing immediately and exclusively at any time the Licensee believes it may have discovered a potential or actual error(s) in any of the information included in the Services. Upon receipt of any such written notice from the Licensee, Intel will use all reasonable efforts to (i) investigate any such potential or actual error(s), and (ii) if necessary, rectify and correct any such error(s) so discovered.
- 5.7. The Licensee hereby acknowledges Intel's (and in the case of hosted information, that of the provider's of the hosted information services) ownership of any intellectual property rights (including all patents, trade marks, copyrights, database rights, confidential information, licences whether implied or express, trade secrets and knowhow) that are utilised by Intel and the providers of the hosted information services in connection with the provision of the Services (the "Intellectual Property Rights"). In order to safeguard such Intellectual Property Rights, the Licensee shall:-
 - 5.7.1. Ensure that all Authorised Users are appropriately notified of the importance of respecting the Intellectual Property Rights and Conditions of Use of the Services;
 - 5.7.2. Ensure that Authorised Users are made aware of and agree to abide by:-
 - 5.7.2.1. these Terms and Conditions; and
 - 5.7.2.2. Intel's Conditions of Use of the Services provided in hard copy format as set out in each Intel report and as appear on the Website from time to time;
 - 5.7.3. To the extent practicable, monitor compliance with these Terms and Conditions and Intel's Conditions of Use of the Services, and immediately on becoming aware of any unauthorised use of the Services or other breach of the terms of these Terms and Conditions, inform Intel in writing and take all appropriate steps to ensure that such activity ceases and to prevent any recurrence;

- 5.7.4. Where the Licensee does not provide IP addresses pursuant to Clause 5.7.8, issue passwords or other access information only to Authorised Users, and ensure that Authorised Users do not divulge their passwords or other access information to any third party, including when Authorised Users leave the employ of the Licensee;
 - 5.7.5. To the extent practicable, keep full and up-to-date records of all Authorised Users and their access details, and, if requested, provide Mintel with periodic lists of additions, deletions or other alterations to such records as agreed between the parties from time to time;
 - 5.7.6. Generally, to ensure that only Authorised Users are permitted access to the Services;
 - 5.7.7. Investigate immediately upon Mintel's faxed or emailed notice to Licensee (such notice to be confirmed by Mintel in writing within two (2) working days) the occurrence of any unusual downloading activity by any Authorised User(s); and
 - 5.7.8. Provide Mintel wherever possible the IP addresses, or range of IP addresses, of its computers/networks from which the Services may be accessed to allow Mintel to restrict access to the Licensee's computers/networks.
- 5.8. Each party shall safeguard the intellectual property (including the Intellectual Property Rights), Confidential Information and proprietary rights of the other party. In particular, each party acknowledges that, other than Mintel's Conditions of Use of the Services, these Terms and Conditions, including the information on the Order Form including price, are hereby deemed to be Confidential Information. The Licensee accepts that in the case of hosted information, Mintel shall share usage, pricing and other relevant information regarding Licensee with the supplier of such information.
 - 5.9. In the event that the Licensee obtains or accesses Services not specified on the Order Form as a result of an intentional or unintentional breach of these Terms and Conditions by a third party or otherwise, and the Licensee then uses such Services in the course of its business, the Licensee shall promptly upon such discovery notify Mintel in writing and shall pay an additional Fee equivalent to the then rate card value of such Services.
 - 5.10. The Licensee accepts that the current and then continuing supply of the Service(s) is for the benefit of all licensees and that a condition of the Licence is that the Licensee will not take any action (or encourage or assist others to do so) to prevent Mintel from providing the Service during the subscription period or thereafter, excepting for the protection of its own Confidential Information as defined in Clause 7. This Clause shall survive the termination of this Contract.
 - 5.11. Licensee undertakes to ensure that no libellous annotations are appended, and that blasphemous language is not used. Licensee is responsible for the removal of annotations made by its staff which it considers are no longer relevant. Licensee undertakes that any annotations that directly contradict or strongly

disagree with the contents of the Services will also be notified in writing to Mintel's Director of Research at the time of annotation, and Mintel undertakes to reply within two (2) working days to explain the sources and methodology used, and Licensee will append such reply.

- 5.12. Mintel reserves the right to include Licensee's name as a Licensee in its sales and marketing literature, but shall not use such fact to imply that Licensee in any way endorses the Services in particular or Mintel in general.

6. TERMINATION

- 6.1 Except as otherwise agreed herein, either party may terminate the Contract by serving written notice at any time during the period ninety (90) days to sixty (60) days before the then current Subscription Period (as defined in Clause 2) ends.
- 6.2 In the event that notice is not served in accordance with Clause 6.1 above, then unless otherwise agreed, the Fee shall be the ratecard price prevailing at the date of renewal (a ratecard is available from Mintel at any time) for those Services licensed in the previous Subscription Period (or their nearest equivalent).
- 6.3 The Contract may also be terminated if the non-defaulting or solvent party gives written notice to the other in the following circumstances:-
- 6.3.1 The Licensee defaults in making payment of any Fee and fails to cure such default within ten (10) working days of Mintel's notification to Licensee; or
- 6.3.2 Either party commits a material or persistent breach of any term of the Contract, including these Terms and Conditions, and fails to remedy the breach (if capable of remedy) within fourteen (14) days of notification in writing by the other party; or
- 6.3.3 Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 6.4 Notwithstanding the foregoing, Mintel may terminate the Contract immediately without allowing a cure period if the Licensee uses the Service for Prohibited Uses Clause 4.1.4, and/or 4.3. and/or 4.4, and further Mintel may terminate the Contract immediately if the Licensee having been served with reasonable notice of using the Services for one or more of the other Prohibited Uses as set out in Clause 4 above, then fails to remedy that breach(es) within a reasonable timeframe. When considering what is reasonable, both parties acknowledge that the more serious the actual or potential financial impact is upon Mintel, the shorter the cure period (if any) should be, but in any event the cure period shall not exceed seven (7) days.
- 6.5 On the date of termination the Licensee shall immediately cease to distribute or make available the Services to Authorised Users. Notwithstanding termination, the Licensee shall forthwith upon termination pay all Fees that are due and

payable. Upon termination, Licensee shall ensure that Authorised Users delete all information that has been saved from the Services in accordance with Clause 3.2.1.2. For the avoidance of doubt, termination shall not affect the parties' ongoing obligations in this Agreement save for the obligations of Mintel post-termination to provide ongoing Services as set out at Clause 2.

- 6.6 On termination of the Contract due to a material and substantiated breach of any term thereof by Mintel, Mintel shall forthwith repay to the Licensee a pro rata refund of the unexpired portion of the Fee.
- 6.7 Mintel reserves the right at any time to withdraw from the Licensee either the entire Service, or any media channel, section, or data contained therein. Mintel shall give e-mail and/or facsimile and/or written notice to the Licensee of any such withdrawal. In the event of such a withdrawal from the Services for reasons other than those covered elsewhere within this Contract, and the amount of material so withdrawn comprises ten percent (10%) or more of that licensed to Licensee as per the Order Form, Mintel shall immediately make a pro rata refund of the Fee plus any sales taxes paid (always assuming that payment of the Fee has been correctly made) for that portion of the Service, as stated on the Order Form, taking into account the amount of material withdrawn, the length of time such material was unavailable to the Licensee, and the remaining un-expired portion of the Subscription Period.
- 6.8 Mintel will in all cases delete all annotations upon the termination of this Contract.

Licensee, upon payment of one thousand five hundred pounds £1,500+VAT or two thousand two hundred and fifty euros or the equivalent local currency plus local taxes, and having served three (3) months prior written notice to Mintel, may elect to have Mintel save its annotations at the cessation of the contract in a reasonable format of its choosing, and to receive such annotations for its ongoing business purposes.

- 6.9 When a Licensee downloads data hereafter defined as being excessive in the month prior to termination, notwithstanding Clauses 3.2.1.2 and 6.5, if the extent of that data downloaded is twice that of the monthly average in the preceding six months, or constitutes over five per cent (5%) of the data, product or promotional records, or reports for which this license is granted (regardless of whether or not such usage would be deemed a breach under Clause 4.1.2), then such usage shall be deemed unreasonably excessive, and a termination fee equivalent to the Fee otherwise payable for the next twelve (12) months Subscription Period shall be payable in full, upon termination.

7 CONFIDENTIALITY

- 7.1 Each party undertakes to keep confidential, and not to disclose to any third party or to use itself, any confidential or secret information in any form directly or indirectly belonging or relating to the other party, its affiliates, its or their

business affairs, disclosed to or received by the other party during the Term of the Contract (collectively, “Confidential Information”).

- 7.2 Each party undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors to whom and to the extent to which disclosure is necessary for the purposes contemplated under the Contract, and each such party agrees to take appropriate measures to ensure compliance by such officers, employees, agents and contractors with the terms of this Clause 7.
- 7.3 The above obligations of confidentiality and non-use shall not apply to information or material:-
 - 7.3.1 which is known by the disclosing party prior to receipt by the receiving party as evidenced by documents in the possession of the receiving party at the time of disclosure; or
 - 7.3.2 which, after receipt from the disclosing party, is disclosed to the receiving party by a third party having the legal right to do so; or
 - 7.3.3 which is available to the public at the time of receipt; or
 - 7.3.4 which becomes available to the public after receipt from the disclosing party through no fault of the receiving party.
- 7.4 Where the Service enables the Licensee to append its own annotations to the information, these annotations will be confidential to the Licensee, and will not be accessible to other licensees of the Service nor to Mintel’s employees (except for essential database maintenance work performed by Mintel’s IT personnel). Mintel is not responsible for the content of any annotations made by or on behalf of Licensee.

8 GENERAL

- 8.1 The Contract and the rights granted under these Terms and Conditions may not be assigned by either party to any other person or organisation without the prior written consent of the other party, which consent shall not unreasonably be withheld. For the avoidance of doubt, the Licensee shall have no right to sub-license any of its rights granted hereunder. If rights in all or any part of the Services are assigned to another publisher/licensor, Mintel shall obtain written undertakings to ensure that the terms and conditions of these Terms and Conditions are maintained.
- 8.2 Variations to these Terms and Conditions are only valid and binding if they are recorded in writing and signed by both parties, except that it is agreed that the terms of this Agreement shall in all cases take precedence and override those contained in any purchase order(s) relating to this Agreement, whether issued by Licensee prior to, contemporaneously or subsequent to the signing of the Order Form, even where the purchase order is signed by Licensor.

- 8.3 Any notices to be served on either of the parties by the other shall unless otherwise specified herein be sent by prepaid recorded delivery or registered post to Mintel's address as set out in these Terms and Conditions and that identified on the Order Form in the case of the Licensee, or to such other address as notified by either party to the other as its address for the service of notices, and all such notices sent by email or facsimile shall be deemed received upon proof of confirmation of receipt, and if mailed shall be deemed to have been received within two (2) days of posting.
- 8.4 Neither party shall be liable in any way for failure or delay in performing its obligations under these Terms and Conditions if the failure or delay is due to causes outside the reasonable control of the party in default.
- 8.5 The Licensee shall keep all records necessary to enable the verification of its compliance with these Terms and Conditions, particularly those terms set out in Clause 5.7, and agrees that Mintel shall have access to, and the right to examine upon having served reasonable written notice, the Licensee's records during normal business hours.
- 8.6 Should the Licensee acquire or merge with a business entity which is also a licensee of Mintel, then both agreements with Mintel shall run to the end of their respective subscription periods, after which point (assuming such acquisition or merger has been brought to Mintel's attention, which the Licensee agrees to do as soon as practicable), the Fees payable shall be determined by reference to Mintel's current rate card at that time. The renewal of the combined agreement shall begin on the later of (i) the end of the Subscription Period of this Contract and (ii) the end of the subscription period under the other agreement. The agreement that expires first shall renew automatically until the later anniversary date, and the Fees payable under such renewed agreement, on a pro rata basis, shall be increased by five percent (5%) over the then-applicable Fees.
- 8.7 The failure of any party to enforce any provision on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
- 8.8 The Licensee's only remedy in respect of a breach of the terms of this Agreement is in damages.
- 8.9 In the event that any provision of the Contract is held to be invalid, the remainder of the provisions shall continue in full force and effect.

The Contract shall be governed by and construed according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.